

1 MORGAN, LEWIS & BOCKIUS LLP  
 2 Daniel Johnson, Jr. (State Bar No. 57409)  
 3 Brett M. Schuman (State Bar No. 189247)  
 4 Amy M. Spicer (State Bar No. 188399)  
 5 One Market, Spear Street Tower  
 6 San Francisco, CA 94105-1126  
 Tel: 415.442.1000  
 Fax: 415.442.1001  
 E-mail: djjohnson@morganlewis.com  
 bschuman@morganlewis.com  
 aspicer@morganlewis.com

7 MORGAN, LEWIS & BOCKIUS LLP  
 8 Andrew J. Wu (State Bar No. 214442)  
 9 2 Palo Alto Square  
 3000 El Camino Real, Suite 700  
 Palo Alto, CA 94306-2122  
 Tel: 650.843.4000  
 Fax: 650.843.4001  
 E-mail: awu@morganlewis.com

10 Attorneys for Plaintiffs and  
 11 Counterdefendants  
 12 ALPHA & OMEGA SEMICONDUCTOR,  
 INC.  
 13 ALPHA & OMEGA SEMICONDUCTOR,  
 LTD.

14 TOWNSEND AND TOWNSEND AND  
 CREW LLP  
 Eric P. Jacobs (State Bar No. 88413)  
 Peter H. Goldsmith (State Bar No. 91294)  
 Robert A. McFarlane (State Bar No. 172650)  
 Igor Shoiket (State Bar No. 190066)  
 Matthew R. Hulse (State Bar No. 209490)  
 Two Embarcadero Center, 8th Floor  
 San Francisco, CA 94111  
 Tel: 415.576.0200  
 Fax: 415.576.0300  
 E-mail: epjacobs@townsend.com  
 phgoldsmith@townsend.com  
 ramcfarlane@townsend.com  
 ishoiket@townsend.com  
 mrhulse@townsend.com

15 Attorneys for Defendant and  
 Counterclaimant  
 16 FAIRCHILD SEMICONDUCTOR CORP.  
 17

18 ALPHA & OMEGA SEMICONDUCTOR,  
 INC., a California corporation; and  
 19 ALPHA & OMEGA SEMICONDUCTOR,  
 LTD., a Bermuda corporation,

20 Plaintiffs and Counterdefendants,

21 v.

22 FAIRCHILD SEMICONDUCTOR  
 23 CORP., a Delaware corporation,

24 Defendant and Counterclaimant.

25 Case No. C 07-2638 JSW (EDL)  
 26 (Consolidated with Case No. C 07-2664 JSW)

27  
**28 STIPULATION AND [PROPOSED]  
 ORDER REGARDING AOS'S MOTION  
 FOR A PROTECTIVE ORDER  
 PURSUANT TO CIVIL L.R. 7 TO  
 PROHIBIT DISCLOSURE OF  
 CONFIDENTIAL INFORMATION TO  
 RICHARD BLANCHARD**

29  
**30 AND RELATED COUNTERCLAIMS**

## **STIPULATION**

WHEREAS Alpha & Omega Semiconductor, Inc., Alpha & Omega Semiconductor, Ltd. (collectively “AOS”) and Fairchild Semiconductor Corp. (“Fairchild”) are parties to the above captioned matters;

WHEREAS AOS filed a Motion for a Protective Order Pursuant to Civil L.R. 7 to Prohibit Disclosure of Confidential Information to Richard Blanchard (“Motion for a Protective Order”) (Docket #79);

WHEREAS on December 18, 2007, the Court conducted a hearing on AOS's Motion for a Protective Order and ordered the parties to engage in further meet and confer efforts to discuss possible terms on which Dr. Blanchard could have access to information that AOS designates as "Highly Confidential – Attorneys' Eyes Only" or "Confidential" pursuant to the Protective Order entered in this case ("AOS confidential information");

WHEREAS the Court continued the hearing on AOS's Motion for a Protective Order until January 22, 2008, and ordered the parties to submit a joint update by January 15, 2008 detailing the results of their meet and confer efforts;

WHEREAS, Fairchild reserves the right in the future to request that Dr. Blanchard be permitted to access AOS confidential information not addressed in the agreement set forth below;

WHEREAS the parties have met and conferred as ordered and reached an agreement on the following terms, in addition to those set forth in the Protective Order, on which Dr. Blanchard may have access to AOS confidential information:

Until three (3) years have passed after the earlier of (1) the conclusion of this litigation or (2) the last day on which AOS confidential information is disclosed to Fairchild:

- (a) Dr. Blanchard will only have access to AOS confidential information regarding the technical design, manufacture, or operation of AOS's low-voltage (*i.e.*, 200V or less) trench power MOSFET devices. Dr. Blanchard will be prohibited from reviewing any information that does not concern these products, including but not limited to AOS confidential information concerning high-voltage (*i.e.*, more than 200V) or planar products;
- (b) Dr. Blanchard will not have access to any AOS confidential information regarding AOS's agreements with its foundries, including without limitation the terms of agreements with foundries or assembly sub-contractors, including but not limited to wafer pricing and quantities, and volumes for any foundry manufacturing;

- (c) Dr. Blanchard will abstain from any involvement in consulting activities—including but not limited to research, product development, engineering, manufacturing activities, or intellectual property development—relating to low-voltage trench power MOSFET products and technology, except that Dr. Blanchard shall be allowed to consult on this litigation for Fairchild as well as on the litigation currently pending between AOS and Siliconix;
- (d) Dr. Blanchard will abstain from being a named inventor on or otherwise authoring or filing any patent application in the field of low-voltage trench power MOSFET technology. To allow Dr. Blanchard to pursue intellectual property based on ideas he has developed prior to reviewing AOS's confidential information, Dr. Blanchard will not be given access to any AOS confidential information until February 11, 2008, during which time Dr. Blanchard may file applications for patents, which he may continue to pursue after February 11, 2008 so long as he does not add any new matter to the applications on file as of February 11, 2008; and
- (e) Dr. Blanchard will abstain from authoring any paper or publication, in the field of low-voltage trench power MOSFET technology, except that Dr. Blanchard shall be allowed to author papers or publications concerning historical developments in the field of low-voltage trench power MOSFET technology that are reviewed and approved by AOS before publication. Dr. Blanchard shall tender any draft of a historical paper or publication to AOS for review and approval no later than forty-five (45) days before the anticipated publication date. Dr. François Hébert, or another designated representative of AOS, will review and approve for publication any draft of a historical paper or publication within twenty (21) after receiving the draft so long as the draft does not contain, reflect, or reveal any AOS confidential information.

IT IS THEREFORE STIPULATED by and between the parties, through their undersigned counsel of record that Fairchild and Dr. Blanchard will comply with the above terms, in addition to those set forth in the Protective Order, regarding Dr. Blanchard's access to AOS confidential information. In light of Fairchild and Dr. Blanchard's agreement to comply with these terms, AOS withdraws its Motion for a Protective Order.

|||||

1 IT IS SO AGREED AND STIPULATED.

2 Dated: January 15, 2008

3 MORGAN, LEWIS & BOCKIUS LLP

4

5

By: /s/ Andrew J. Wu

6 Andrew J. Wu  
7 Attorneys for Plaintiffs and  
8 Counterdefendants  
ALPHA & OMEGA SEMICONDUCTOR,  
LTD., AND ALPHA & OMEGA  
SEMICONDUCTOR, INC.

9

10 Dated: January 15, 2008

11 TOWNSEND AND TOWNSEND AND  
12 CREW LLP

13

14

By: /s/ Matthew R. Hulse

15 Matthew R. Hulse  
16 Attorneys for Defendant and  
17 Counterclaimant  
18 FAIRCHILD SEMICONDUCTOR  
19 CORPORATION

20

21

22

23

24

25

26

27

28

1                   **[PROPOSED] ORDER**  
2  
3  
4

5                   Pursuant to the parties' stipulation set forth above,  
6  
7

8                   **IT IS SO ORDERED.**  
9  
10

11                  Dated:  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1                   

---

  
2                   HON. ELIZABETH D. LAPORTE  
3                   UNITED STATES MAGISTRATE JUDGE  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 Pursuant to General Order No. 45, Section X(B) regarding signatures, I, Andrew J. Wu,  
2 attest that concurrence in the filing of this document has been obtained from each of the other  
3 signatories. I declare under penalty of perjury under the laws of the United States of America that  
4 the foregoing is true and correct. Executed this 15 day of January, 2008, at Palo Alto, California.

5 /s/ Andrew J. Wu

6 Andrew J. Wu

7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28